

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 07-035

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

INSURANCE BROKERAGE SERVICES

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, January 24, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

INSTRUCTIONS TO PROPOSERS

1. GENERAL

- 1.1 The City of Lincoln invites competitive sealed proposals for selection of an insurance broker in connection with a contract to service our risk management needs, as detailed in the accompanying Request for Proposal.
- 1.2 Proposals will be received until 12 noon local time on January 24, 2007.
- 1.3 Any proposal received after the time and date specified will not be considered.

2. SUBMITTAL OF PROPOSALS

- 2.1 **Five (5) copies** of your proposal shall be delivered or mailed, with any required data, in a sealed envelope, which shall be properly identified with the RFP reference and the name and address of the proposer. Submit proposals to:

Vince Mejer - Purchasing Agent
City of Lincoln
Suite 200, "K" Street Complex
440 South 8th Street
Lincoln, NE 68508

3. FORM OF PROPOSALS

- 3.1 Proposals must be prepared in the format set forth in the accompanying documents, including:
 - 3.1.1 a full description of the proposer's program
 - 3.1.2 plan of work
 - 3.1.3 qualifications
 - 3.1.4 resumes of key personnel
- 3.2 A non-responsive or incomplete proposal will not be considered.

4. FEES

- 4.1 The proposer's response must clearly present the proposer's compensation or fee structure for specified core services, along with rates for optional services as available.

5. EVALUATION OF PROPOSALS

- 5.1 Proposals will be judged upon the proposer's ability to provide services which meet the requirements set forth in the accompanying documents.
- 5.2 The City of Lincoln reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with City requirements.

6. CONTRACT TERMS

- 6.1 At the time of the award by the City the apparent successful proposers must have agreed to a contract representing the understandings between the parties as to terms and conditions which will govern the relationship and establish the obligations of each party for performance of the agreement.
- 6.2 The proposer shall be aware that the contents of the successful proposal will become a part of the subsequent contractual documents.

7. PROPOSER'S CONDITIONS

- 7.1 Any conditions or expectations on the part of the proposer for performance by the City must be set forth in the Proposal.
- 7.2 The City is not obligated to consider the proposer's post-submittal terms and conditions.

8. ADDITIONAL INFORMATION

- 8.1 Perspective proposers desiring further information or interpretations must make requests in writing , by FAX or E-Mail inquiry no later than January 17, 2007, in order for a response to be issued in the form of an addendum well in advance of the date for submittal of proposals.
- 8.2 Requests for information should be addressed to:
Vince M. Mejer - Purchasing Agent
Suite 200, "K" Street Complex
440 South 8th Street
Lincoln, NE 68508
Fax (402) 441-6513
Phone (402) 441-7410
vmejer@lincoln.ne.gov
- 8.3 Proposers are cautioned to refrain from contacting or soliciting any other City official regarding this RFP.
- 8.4 Proposals shall be based solely on information provided in the RFP and any addenda thereto.
- 8.5 Requests for additional information shall not be solicited by any means other than prescribed herein.

**REQUEST FOR PROPOSAL
INSURANCE BROKERAGE SERVICES
FOR THE
CITY OF LINCOLN, NEBRASKA**

1. INTENT

- 1.1 The City of Lincoln, hereinafter referred to as the City, seeks proposals in response to this Request for Proposal from experienced and qualified firms to provide broker-of-record insurance services, for the marketing and placement of the City's property and casualty coverage and for providing other insurance-related services as further defined herein.
- 1.2 The proposal should detail the firm's conceptual approach to handling the City's account, and providing both insurance placement and advisory services.

2. SCOPE OF WORK

- 2.1 While the exact range and extent of services is subject to negotiation, it is anticipated that the selected broker shall provide, at a minimum, professional services and dedicated personnel necessary to perform the following:
 - 2.1.1 Develop a complete understanding of the City's areas of exposure and consult with City representatives about short and long term solutions.
 - 2.1.2 Evaluate existing insurance contracts and claims history and make recommendations concerning any changes, modifications, consolidations, and/or additions in the terms, conditions and coverage limits needed to yield a comprehensive risk management program to protect the interests of the City.
 - 2.1.3 Identify programs, products and insurers capable of meeting the City's insurance needs and prepare specifications for markets capable of quoting for upcoming renewals.
 - 2.1.4 Act as an advisor to the City for specialty insurance coverages, that may be outside the normal market of the selected broker, and as authorized, negotiate, audit policies and rates and provide recommendations for City risk management staff.
 - 2.1.5 Provide verification of coverage as needed by the City to satisfy lessors, contractors and other parties from whom the City seeks services or use of equipment and/or facilities.
 - 2.1.6 Provide evaluation, training, and education, if requested, relative to loss control, safety, claims management, and related topics in the area of risk management.
 - 2.1.7 Provide recommendations for City contract staff as to risk related issues in City contractual arrangements.
 - 2.1.8 Prepare insurance certificates and endorsements as requested by the City or its suppliers, contractors, or vendors.
 - 2.1.9 Provide answers to City staff, and obtain clarification from underwriters or adjusters regarding coverage or claims questions.
 - 2.1.10 Provide assistance in the form of an annual stewardship report for City management as well as advisory services or other written reports or claims summaries as is customarily expected from a professional insurance broker.
 - 2.1.11 Provide premium allocation services if requested, so that premium costs may be properly charged back to appropriate departments.
- 2.2 Optional Services
 - 2.2.1 If requested, assist in the design and implementation of an effective safety and loss control program.
 - 2.2.2 When so authorized by City representatives by means of a "broker of record" letter, approach appropriate markets on behalf of the City to obtain pricing with respect to the program adopted by the City.
 - 2.2.3 If or when requested or recommended, provide a minimum of at least three (3) competitive quotes from reputable insurance carriers for each type of risk.

2.2.3.1 Present for City consideration, in an understandable format, an evaluation of the results of each solicitation, with a comprehensive financial analysis and recommendations for selection of an insurer or risk management plan for each type of risk.

2.2.4 Negotiate on the City's behalf the details of insurance contracts with selected carriers and audit resulting policies and rates for accuracy of coverage, terms and conditions, and compliance with financial arrangements and administrative procedures acceptable to the City.

3. CURRENT PROGRAM

3.1 **Refer to Exhibit A for a listing of current policies which will be eligible for renewal during the term of the insurance brokerage services contract.**

3.2 It should be noted that employee benefits are outside the scope of this contract.

4. TERM OF CONTRACT

4.1 The initial term of the insurance broker contract shall be for one year with option to re-new for an addition two one year periods.

4.2 The contract may be terminated by either party by giving the other party written notice of such intent not less than ninety (90) days prior to the effective date of the termination.

4.3 In the event of termination, claims for compensation owed the broker by the City shall be limited to verifiable services rendered.

5. GENERAL CONDITIONS

5.1 Prohibition of Premature Approach to Markets

5.1.1 Prospective proposers are cautioned that receipt of the Request for Proposal document is not to be considered an authorization to approach any insurance markets.

5.1.2 **It is specifically requested that no contact or solicitation of markets be made and no market reservations be made as respects any insurance or reinsurance to be provided for the City; doing so may result in the offending firm's disqualification from the selection process.**

6. LEGAL COMPLIANCE

6.1 Each proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.

7. PROPOSER'S INSURANCE

7.1 The broker must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, General Liability, Automobile Liability, and Errors and Omissions Liability.

7.2 Such policies shall be issued by companies authorized to do business in the State of Nebraska.

7.3 Evidence of such coverage is to be submitted as part of the proposal.

8. APPROVAL OF AGENT

8.1 The City reserves the right to require the successful broker to replace the assigned agent with another agent of the same company if, in the opinion of the City staff, the agent is not rendering or is incapable of rendering the appropriate quality of service and cooperation.

9. AUDITABLE RECORDS

9.1 The successful broker shall maintain such accounts and records in connection with its performance of services for the City as may reasonably be required by the City.

- 9.2 The broker shall, at any reasonable time during the term and for a period of one year following the completion of work under the contract, afford the City agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance and shall, upon request by the City, produce and exhibit all such records.

10. PROPOSAL CONTENT

- 10.1 Executive Summary
- 10.1.1 Prefacing the proposal shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the proposal and bearing the signature of an individual authorized to bind the firm.
- 10.2 Business Organization:
- 10.2.1 The proposal shall include relevant historical data and identification of the branch office or subordinate element which will perform the work contemplated herein.
- 10.2.2 The owners and principal management personnel of the firm shall be identified fully.
- 10.2.3 Annual market volume by line of coverage and the number and size of accounts should be disclosed (see Insurance Broker Questionnaire for details).
- 10.3 Concept and Solution:
- 10.3.1 The proposer's understanding of the tasks presented in the scope of work section shall be defined in detail and proposed solutions outlined.
- 10.3.2 A description of the firm's strengths in the marketplace should be included, along with an explanation of how the City insurance program would be marketed. Any restrictions or limitations should be defined.
- 10.4 Program:
- 10.4.1 The Proposer's technical plan to accomplish the work shall be presented, including time-related displays, graphs, and charts showing tasks, sub tasks, milestones, and decision points, including the points at which deliverable reports will be provided.
- 10.4.2 The scope of services available in the area of risk management, loss control services, claims management, and associated functions should also be described in detail.
- 10.5 Account Team Personnel:
- 10.5.1 The names and titles of the team proposed for assignment to the City account shall be identified in full, with a description of the team leadership, interface and support functions, reporting relationships, along with individual backgrounds of personnel who will be actively engaged in work related to the account.
- 10.5.2 The primary work assigned to each person and the corresponding amount of time shall be indicated (see Insurance Broker Questionnaire for details).
- 10.6 Corporate Experience:
- 10.6.1 Relevant insurance placement and account handling experience and client references shall be presented in detail, with all experience cited to be recent in time and to have been performed, to a considerable degree, by members of the proposed account team.
- 10.6.2 Emphasis shall be given to identifying comparable services for public sector organizations and educational institutions.
- 10.6.3 For each client reference, the scope of service, time performed, and name title, address and phone number of the principle contact person should be shown.
- 10.7 Authorized Negotiator:
- 10.7.1 The proposal shall provide the name, title address, and telephone number of the person authorized to negotiate contract terms and render binding decisions on contract matters.

- 10.8 Cost Proposal:
- 10.8.1 The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning.
 - 10.8.2 The proposer's plan of compensation for insurance placement and consulting services shall be described in detail, along with a flat annual fee for core services, if available.
 - 10.8.3 The successful broker will be required to disclose in detail all compensation received from any source resulting from the marketing of insurance programs for the City.
- 10.9 The proposal shall include a clear statement of the services for which compensation would be in the form of fees paid by the City and to what extent, if any, compensation would rely upon commissions paid by underwriters.
- 10.10 If there are expenses which are considered reimbursable and are not included in the fee structure, such expenses shall be identified and quantified as fully as possible.

11. COMPETITIVE SELECTION

- 11.1 Evaluation factors shall be applied to all eligible, responsive firms in comparing proposals and selecting the successful broker.
- 11.2 While the City reserves the right to interview any or all proposers, award of a contract may be made without discussion with proposers after proposals are received.
 - 11.2.1 Proposals should, therefore, be submitted on the most favorable terms available.

12. PROPOSAL EVALUATION FACTORS

- 12.1 Thoroughness of RFP response and documentation.
- 12.2 Demonstration of successful prior performance with comparable services in the public sector.
- 12.3 Maximum total compensation for the contract period.
- 12.4 Evidence of good organization and management practices.
- 12.5 Adequacy and breadth of services available.
- 12.6 Access to and tenure of broker and support team.
- 12.7 Insurance markets and creativity for innovative coverage solutions.

13. ATTACHMENTS

- 13.1 Insurance Broker Questionnaire
- 13.2 Exhibit A - Current Policies

City of Lincoln
INSURANCE BROKER QUESTIONNAIRE

INFORMATION ON THE FIRM

Name of Firm: _____

Branch Office: _____

National Office: _____

Address: _____

Address: _____

List Prior Names of Business if changes have been made:

Telephone Number of Office:

FAX Number:

Branch: _____

Branch: _____

National: _____

National: _____

Number of Years In Business:

Branch:

National:

Provide a brief history of your firm, and your firm's overall capabilities. Elaborate on experience with public entities:

PERSONNEL INFORMATION

Provide the names, professional qualifications and educational background of the Account Executives and key support personnel who would be responsible for our account:

Branch

National

Total Personnel:

Licensed Brokers:

Branch

National

Branch

National

Claims Administration:

Safety/Loss Control Personnel:

Branch

National

Branch

National

Licensed Insurance Consultants:

Licensed Excess & Surplus Lines Broker:

Branch

National

Branch

National

AGENCY PERSONNEL INFORMATION

List principals in firm and denote those who would work with the City of Lincoln. Please attach curriculum vitae for all personnel who would be assigned to this account.

AGENCY PERSONNEL INFORMATION

List the number of clerical/support staff in service office.

Describe the claims process as it relates to your firm.

INSURANCE COMPANY INFORMATION

Commercial Property/Casualty (list your top 5 companies by premium volume written and indicate the dollars of premium written):

Branch

National

What is your Annual Premium Volume by Coverage Area?

Branch

National

Property/Boiler/Machinery

General Liability

Auto Liability

Public Officials/EXO

Crime

Workers Compensation

Professional Liability

List other key markets your firm uses:

PUBLIC ENTITY REFERENCES

List two references:

1. **Entity/Company:**

Coverage/Service:

Contact (Name & Tel. No.):

2. **Entity/Company:**

Coverage/Service:

Contact (Name & Tel. No.):

OTHER REFERENCES

1. **Entity/Company:**

Coverage/Service:

Contact (Name & Tel. No.):

2. **Entity/Company:**

Coverage/Service:

Contact (Name & Tel. No.):

SERVICES

What kinds of insurance services can you provide the City of Lincoln?

Attach an audited financial statement or other indicators of financial strength.

Signed: _____

Title: _____

Date: _____

This questionnaire must be submitted with a complete written proposal.

Exhibit A

The City of Lincoln's Insurance and Self-Insurance Coverages

* All insurance is in place 9/1/2006 - 8/31/2007 unless otherwise noted.

Loss Type: **Auto Fleet Liability** (Other than StarTran Transit and Police Pursuits)
Insurance: Genesis Insurance
Policy No.: YXB300909D

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
Auto Fleet Liability (owned, hired & non-owned, includes short term rental vehicles) includes LES, Pershing and the Community Health Endowment licensed vehicles	\$0	\$0 – \$250,000	\$5,000,000 (any 1 accident – No aggregate limit)
Med Payment (for non-employees) (for specific vehicles only)	0	0 – \$5,000	N/A
Collision	\$2,500	to vehicle limits	N/A

Loss Type: **Auto Comprehensive**
Insurance: Factory Mutual Insurance Company (FM Global)
Policy No.: FM 325

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
StarTran Bus Comprehensive Coverage	0 – \$2,500	\$2,500.01 – \$50,000	Subject to fleet value limits (\$9,527,000)
Other Miscellaneous Vehicles Comprehensive Coverage	0 – \$2,500	\$2,500.01 – \$50,000	Subject to \$2,500,000 sub limit
Hail Damage (for miscellaneous & StarTran vehicles)	0 – \$500,000		Subject to \$2,500,000 sub limit

Loss Type: **Auto Fleet Liability** (for Downtown Lincoln Association (DLA) operated vehicles only)*
 Insurance: Travelers Property Casualty Company of America
 Policy No.: BA-7749C145-06-SEL
 Period: 10/1/06 - 9/1/07

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
Auto Liability For DLA operated vehicles only	0	0	\$1,000,000
Auto Med Pay for DLA operated vehicles only	0	0	\$5,000/person
Uninsured Motorists	0	0	\$1,000,000

Loss Type: **Auto Liability Umbrella** (for Downtown Lincoln Association (DLA) operated vehicles only)*
 Insurance: Union Insurance Company
 Policy No.: 265252920
 Period: 10/5/06 - 11/5/07

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
Auto Liability For DLA operated vehicles only	0	0	\$2,000,000 excess of \$1,000,000

*The Downtown Lincoln Association operates various City vehicles by contract and is not under the state Tort Claims cap.

Loss Type: **Crime/Public Employee Dishonesty**
Insurance: Fidelity & Deposit Co. of Maryland (Zurich)
Policy No.: CCP 0030595

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
Public Employee (& Volunteers) Dishonesty (includes LES, Community Health Endowment Board, and Police & Fire Pension)	0 – \$10,000	\$10,000.01 – \$25,000	\$1,000,000
Public Employee Dishonesty (EXCESS – For Consumer Acctg. Supervisor, Div. Mgr. & Acctg. & Gen'l Acctg. Supervisor)			\$500,000 excess of \$1,000,000
Employee Dishonesty on Designated Agents (for parking lot attendees & golf course independent contractors)	0 – \$10,000	\$10,000.01 – \$25,000	\$100,000
Forgery or Alteration Coverage	0 – \$10,000	\$10,000.01 – \$25,000	\$1,000,000
Computer Fraud Coverage	0 – \$10,000	\$10,000.01 – \$25,000	\$1,000,000
Theft, Disappearance, Destruction of Money (inside or outside)	0 – \$500	0	\$50,000

Loss Type: **EMT Medical Professional Liability** (Includes Prior Acts Coverage from 8/11/1989)
Insurance: Genesis Insurance
Policy No.: YXB300909D

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
EMT Medical Professional Liability	0	0 – \$250,000	\$1,000,000/ person \$5,000,000/ occurrence \$6,000,000/ aggregate

Loss Type: **Fiduciary Liability** 11/28/2006 - 9/1/2007

Coverage	Insurance Limit
For the following six funds: Police & Fire Pension City Employees Pension City Directors Pension City Self Insured Health Plan City Self Insured Dental Plan City of Lincoln Long Term Disability Plan \$15,000 deductible/claim	\$1,000,000

Loss Type: **Garage Keepers Legal Liability**

Insurance: Genesis Insurance

Policy No.: YXB300909D

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
Auto Physical Damage (for comprehensive or collision loss to vehicles, left with us for service, repair, storage or safekeeping at 635 J Street)	0 – \$2,500	\$2,500.01 – \$250,000	\$500,000

Loss Type: **Joint Antelope Valley Authority (JAVA)**

Insurance: Employers Mutual Companies

Policy No.: 2D9527907 Umbrella: 2J9527907

Coverage	JAVA Expense	Insurance Limit
General Liability Insurance	0	\$1,000,000/claim \$2,000,000
General Liability Umbrella		aggregate \$5,000,000 excess of \$1,000,000

Loss Type: **Joint Antelope Valley Authority (JAVA)** (Includes Prior Acts Coverage from 4/15/2000)
Insurance: Darwin Select Insurance Co.
Policy No.: 02021073

Coverage	JAVA Expense	Insurance Limit
Public Officials Liability "Claims Made" coverage (excludes Employment Practices)	\$10,000/claim deductible	\$5,000,000/claim \$5,000,000 annual aggregate

Loss Type: **Liability (includes StarTran Transit and Police Pursuits)**
Insurance: Genesis Insurance
Policy No.: YXB300909D

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
General Liability (includes the Community Health Endowment Board) (excludes LES & Pershing)	0	0 – \$250,000	\$5,000,000/ occurrence and \$6,000,000/ annual aggregate
Law Enforcement Activities/Police Hot Pursuit Liability	0	0 – \$350,000	\$5,000,000/ occurrence and \$6,000,000/ annual aggregate
Public Officials Liability (includes LES and the Community Health Endowment Board)	0	0 – \$250,000	\$5,000,000/ occurrence and \$5,000,000/ annual aggregate (under Part B of Policy)
StarTran Transit Liability	0	0 – \$250,000	\$5,000,000/ occurrence

Loss Type: **Medical Professional Liability** (Includes Prior Acts Coverage from 8/11/1989)
 Health Department & Lincoln Area Agency on Aging
 Insurance: Genesis Insurance
 Policy No.: YXB300909D

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
Medical Professional Liability	0	0 — \$250,000	\$1,000,000/ person \$5,000,000/ occurrence \$6,000,000/ aggregate

Loss Type: **Miscellaneous**

Coverage		Insurance Limit
Treasurers (Public Officials) Bond Universal Surety No. 401678	Effective 9/1 – 9/1	\$250,000
* Volunteer Insurance Through CIMA Companies, Alexandria, VA All Excess Medical Expenses for Volunteers Policy No. SPS900303	Effective 7/1 – 7/1	\$25,000
StarTran Felonious Assault Union Labor Life No. C2881 Felonious Assaults on Bus Operators	Effective 9/1 – 9/1	\$100,000

* Variable start policy with termination at the end of the calendar year.

Loss Type: **Pershing Auditorium Liability/Liquor Liability Insurance**
 Insurance:
 Policy No.:

NOTE: Effective 9/1/2002, the City of Lincoln is covered for liability and liquor liability insurance from SMG Facility Management, per contract agreement.

Loss Type: **Professional Liability For Environmental Consulting (Lead Testing)**
Insurance: Lloyd's of London
Policy No.: FC0723

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
Professional Liability For Technical Environmental Consulting (Lead Testing)	0 – \$1,000	\$1,000.01 – \$10,000	\$1,000,000

Loss Type: **Property**
Insurance: Factory Mutual Insurance Company (FM Global)
Policy No.: FM325

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
	Total Property Limit is \$500,000,000		
Building & Contents (Includes boiler & machinery)	0 – \$2,500	\$2,500.01 – \$50,000	Subject to total property limits (see quake/flood sub-limits)
Business Income (Parking garages and Pershing Auditorium only.)	0 – \$2,500	\$2,500.01 – \$50,000	Subject to total property limits (see quake/flood sub-limits)
CIC/Cablevision Floater	0 – \$2,500	\$2,500.01 – \$50,000	Subject to value limits
Contractors Equipment Floater	0 – \$2,500	\$2,500.01 – \$10,000	Subject to value limits
Contractors Equipment Leased Floater	0 – \$2,500	\$2,500.01 – \$10,000	\$250,000
Data Programs or Software and Computers	0 – \$2,500	\$2,500.01 – \$50,000	Subject to \$10,000,000
Earthquake Sub-Limit	\$10,000	\$10,000.01 – \$50,000	\$100,000,000
FEMA Emergency Supplies (Contents only) (Stored at 2606 Park Blvd., Lincoln, NE)	0 – \$2,500	\$2,500.01 – \$50,000	Subject to policy limits

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
Fiber Optics	0 – \$2,500	\$2,500.01 – \$50,000	Subject to value limits
Fine Arts Floater	0 – \$2,500	\$2,500.01 – \$50,000	Subject to \$10,000,000 sublimit
Flood Sub-Limit	\$10,000	\$10,000.01 – \$50,000. If a high hazard zone, \$10,000.01 – \$500,000	Subject to \$100,000,000 annual aggregate except for 1) high hazard zones (limit \$25,000,000) and 2) Salt Dog Stadium (limit \$1,000,000)
HAZMAT/Arson Bomb Unit (Contents only)	0 – \$2,500	\$2,500.01 – \$50,000	Subject to value limits
Mobile Health Unit Floater	0 – \$2,500	\$2,500.01 – \$50,000	Subject to value limits
Radio Tower Floaters	0 – \$2,500	\$2,500.01 – \$10,000	Subject to value limits
Sewer Equipment Floater	0 – \$2,500	\$2,500.01 – \$50,000	Subject to value limits
StarTran Tools Floater	0 – \$1,000	\$1,000.01 – \$50,000	Subject to value limits
Traffic Signals & Controls	0 – \$2,500	\$2,500.01 — \$50,000	\$250,000 sub limit
Valuable Papers	0 – \$2,500	\$2,500.01 – \$50,000	Subject to \$10,000,000 sub limit
Water Distribution	0 – \$10,000	\$10,000.01 – \$50,000 (except for flood coverage – see above)	\$25,000,000

Loss Type: **Workers Compensation — Excess**
Insurance: Midwest Employers Casualty
Policy No.: EWC 007744

Coverage	Department Expense	Risk Mgmt. Expense	Insurance Limit
Workers Compensation (Includes Lincoln Electric System & the Community Health Endowment Board)	0	0 – \$500,000 (each accident or each employee for disease)	Statutory
Employers Liability Coverage	0	(included – see workers compensation expense above)	\$1,000,000 per accident

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.